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January 1, 2007 through December 31, 2010

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NJFOPLC  
Lower Alloways Creek Police Officers

And

Township of Lower Alloways Creek

Between

Agreement

5 signed copy 3/13/07

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referred to as "Council" agree as follows:

A. The Township Committee of the Township of Lower Alloways Creek, herein referred to as "Township" and the NJOPLC Lower Alloways Creek Police Officers herein referred to as "Officers" agree as follows:

AGREEMENT BETWEEN THE TOWNSHIP OF LOWER ALLOWAYS CREEK  
AND THE LOWER ALLOWAYS CREEK POLICE OFFICERS/NJOPLC FOR  
THE YEARS 2007-2010

Lieutenant, Sergeant, Corporal and Patrolmen.

2010. For the purposes of this agreement, the Council is comprised of Police Officers, including the Township working conditions and compensation for the calendar years 2007-  
This agreement represents the full and complete agreement between the Council and

## RECOGNITION

## ARTICLE I

pay, unless they already hold a rank above Corporal.

E. Any officer who is assigned to duty investigations shall be paid at the Corporal rate of

pay for all time worked in that rank.

D. Any officer who assumes the duties of a Corporal shall be paid at the Corporal rate of

2080 hours actually worked.

payments. For the purpose of service adjustment, one year of part-time service would equal made after five years of continuous full-time service, with no retroactive pay or pension

C. If a Part-time Police Officer is hired as full-time, a service adjustment will be

the next year on their anniversary date.

B. It is understood that each step is one year. Each employee shall move to next step

Step 1	38,153	39,584	41,068	42,608	42,621	45,900	48,629	50,453	52,345	51,371	53,297	55,296	57,370	63,275	65,483	67,939	69,133	69,634	69,838	69,881	72,457
Step 2	42,642	44,241	45,900	48,629	48,671	50,453	52,345	54,371	56,659	58,784	60,988	63,275	65,483	67,939	69,133	69,634	69,838	69,881	72,457	Step 7	
Step 3	38,153	39,584	41,068	42,608	42,621	45,900	48,629	50,453	52,345	51,371	53,297	55,296	57,370	63,275	65,483	67,939	69,133	69,634	69,838	69,881	72,457
Step 4	42,642	44,241	45,900	48,629	48,671	50,453	52,345	54,371	56,659	58,784	60,988	63,275	65,483	67,939	69,133	69,634	69,838	69,881	72,457	Step 8	
Step 5	38,153	39,584	41,068	42,608	42,621	45,900	48,629	50,453	52,345	51,371	53,297	55,296	57,370	63,275	65,483	67,939	69,133	69,634	69,838	69,881	72,457
Step 6	42,642	44,241	45,900	48,629	48,671	50,453	52,345	54,371	56,659	58,784	60,988	63,275	65,483	67,939	69,133	69,634	69,838	69,881	72,457	Step 7	
Step 7	38,153	39,584	41,068	42,608	42,621	45,900	48,629	50,453	52,345	51,371	53,297	55,296	57,370	63,275	65,483	67,939	69,133	69,634	69,838	69,881	72,457
Step 8	42,642	44,241	45,900	48,629	48,671	50,453	52,345	54,371	56,659	58,784	60,988	63,275	65,483	67,939	69,133	69,634	69,838	69,881	72,457	Step 8	

A. Officers shall be paid as follows:

actually worked will constitute one (1) year's service.

service for the following pay scale shall include time spent as probationary officer. 2080 hours

Township will pay bi-weekly the following yearly salaries to Officers Amount of

## SALARIES

## ARTICLE 2

After five (5) years of service, all regularly employed Police Officers shall annually receive a Longevity payment of two percent (2%) of said Officers' base salary.

After ten (10) years of service, said Officers shall annually receive a Longevity payment of four percent (4%) of base salary.

After fifteen (15) years of service, said Officers shall annually receive a Longevity payment of six percent (6%) of base salary.

After twenty (20) years of service, said Officers shall annually receive a Longevity payment of eight percent (8%) of base salary.

Longevity payments may be taken after the individual officer's anniversary date but before the end of that calendar year. The payment will be made at the officer's current salary at the time of application for longevity payment.

If taken Bi-weekly, the new rate shall commence after the officer's anniversary date. In the event of end of service, longevity will be pro rated to meet service dates.

## LONGEVITY

### ARTICLE 3

Prevailing hourly wage rate for each regular Officer shall be computed by dividing 2080 hours into his/her yearly salary. Each Officer shall be paid 1 1/2 times his/her prevailing hourly wage for all time in excess of the hours of ordinary duty, except when holiday pay as provided herein is being received. Each shall be paid 1 1/2 times his/her prevailing wage for all hours scheduled to work on Sundays. If an Officer works an unscheduled shift on Sunday, he/she will be entitled to overtime pay and also Sunday Pay. Once a compensatory day is granted it shall not be rescinded.

#### OVERTIME AND SUNDAY PAY

#### ARTICLE 4

worked plus four (4) hours recall at straight time.

day off he/she shall receive one and one-half times his/her prevailing hourly wage for all time

B. If an employee is given less than seventy-two (72) hours notice of call back on a the hours worked. The hours off shall be selected by the Chief of Police.

given an equivalent time off from his/her regularly scheduled duty hours at a rate of 1 ½ times shall receive no additional compensation or overtime pay, but in lieu thereof, he/she shall be by an Officer attending training sessions outside their regularly scheduled duty hours; the Officer Chief of Police. The preceding portion of this paragraph shall not apply, however, to time spent report during his/her scheduled time off or unless there is an emergency, as determined by the shall be made, however, unless the Chief of Police has approved the Patrolman's being called to is required to report for duty during his/her scheduled time off. None of the foregoing payments A. A regular Police Officer shall receive four hours prevailing rate whenever he/she

#### CALL-IN PAY

#### ARTICLE 5

hours recall at straight time.

given then he/she shall receive one and one-half times his/her prevailing hourly wage plus a and one-half times his/her prevailing hourly wage unless less than twenty-four (24) hour notice is given to an employee recalled to duty or held contiguous to a workday shall receive one B. An employee recalled to duty or held contiguous to a workday shall receive one forced to remain on duty after his/her scheduled shift.

A. A regular Officer shall receive four (4) hours prevailing rate whenever he/she is

#### EXTENDED-TIME PAY

#### ARTICLE 6

Each Officer shall be paid at 1  $\frac{1}{2}$  times his/her prevailing hourly wage rate for working a shift which, per posted schedule, commences ten (10) hours or less after the end of his/her previously scheduled and worked shift, unless he/she qualifies for holiday pay.

#### COMPENSATION FOR LESS THAN 10 HOURS OFF

##### ARTICLE 7

allowance.

B. Non-uniformed sworn officers will receive a \$700.00 per year clothing purchase

maintenance allowance of \$800.00 per year to each Officer.

A. Township shall furnish all uniforms to Officers and shall, in addition, pay a clothing

#### CLOTHING MAINTENANCE ALLOWANCE

#### ARTICLE 8

Each Officer, their spouse and dependents shall be covered by the life insurance provided by the Police and Firemen's Retirement System. In addition, Township will provide partial self-funding or healthcare benefits. If the Township elects to change the healthcare coverage, the Association will consent to the change so long as the healthcare coverage provided is equal to or better than the plan in effect as of 12/31/06, as provided through the partial self-funding plan or health benefits. Prescription Co-Pay shall be as follows:

A. \$5.00 Co-pay for Generic Brand Prescriptions; and

B. \$20.00 Co-pay for Name Brand Prescriptions;

C. Mail Order 2 times co-pay

Dependents shall be covered less than 23 years of age provided if said dependents are over 19 years of age and less than 23 years of age they are matriculated in an accredited educational institution and are actively pursuing a degree or certification program.

#### INSURANCE PROVIDED

#### ARTICLE 9

In the event an Officer, becomes disabled as a result of an incident which occurs on the job and in the line of duty, Townshipp will pay said member's costs for continuing health insurance benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA) on a monthly basis until such time that:

A. said member is determined totally disabled and commences receipt of benefits under Medicare;

B. a determination is made that said member is not totally disabled and is not eligible for benefits under Medicare.

In either event, Townshipp will discontinue payment of health benefits upon a determination of (A) or (B) above.

#### DISABILITY HEALTH INSURANCE

#### ARTICLE 10

After retirement, with twenty-five years of service in PFRS, full-time Police Officers, and their spouses, if residing in the same household, and dependents shall be entitled to have maintained at the Township's expense, such life insurance and medical insurance under the Township's policies/plans at the time of the officer's retirement provided that such retired full-time Police Officer shall have completed twenty (20) years of continuous service to the Township regardless of age.

Dependents shall be covered under 23 years of age provided that if said dependents are over 19 years of age and less than 23 years of age that are matriculated in an accredited educational institution and are actively pursuing a degree or certification program.

#### HEALTH INSURANCE FOLLOWING RETIREMENT

#### ARTICLE 11

spouse will be covered until remarriage.

C. After retirement, when a Police Officer, predeceases a spouse, the surviving program.

in an accredited educational institution and are actively pursuing a degree or certification that if said dependents are over 19 years of age and under 23 years of age they are matriculated terms of other coverage provisions. Dependents shall be covered under 23 years of age provided (2) Dependents under this coverage shall have the same qualifications as in the establish the claim each year with the Township Financial Officer.

(1) Benefits provided herein shall cease if the spouse remarries or fails to re- will be covered until remarriage; and:

B. If a Police Officer dies, not in the line of duty, the surviving spouse and children will be covered until remarriage.

A. If a Police Officer is killed in the line of duty, the surviving spouse and children will be covered until remarriage.

The spouse of each Police Officer, shall be covered for health benefits per the following:

## SURVIVING SPOUSE BENEFITS

### ARTICLE 12

In addition to regular salary, each Officer shall receive \$.65 per hour for every hour worked on the 6 PM to 6AM shift.

SHIFT DIFFERENTIAL

ARTICLE 13

by the Township Committee and Chief of Police.

duty, subject to review, at which time there shall be a review and determination made of the case,

C. Such salary shall terminate at the end of six (6) months continuous absence from

stating that he/she is unable to report for duty, if illness exceeds two (2) days; and

B. The Officer produces a certificate from a New Jersey Licensed Medical Doctor

or employer that has not been approved in advance by the Chief of Police; and

A. This injury or illness is not a direct result from engaging in any outside business

whether incurred on or off duty provided that:

Each Officer shall receive his/her regular salary during absences due to illness or injury

#### SICK LEAVE

#### ARTICLE 14

A. PERSONAL BUSINESS Each Officer shall be entitled to 56 (fifty-six) hours leave of absence with pay for personal business during time that he/she is regularly scheduled for duty, provided that the Chief of Police must approve in advance each day selected.

B. BEREAVEMENT Members and employees will be allowed three (3) days leave of absence with pay at any time, from the day of death until the day after burial, for the following family members: father, mother, grandfather, grandmother, grandchild, wife, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law For uncle, aunt, nephew, niece, brother-in-law, sister-in-law, first degree cousin, one (1) day leave of absence with pay will only be allowed on the day of burial.

C. EXCEPTIONS to this rule may be granted where the deceased is buried in another city or state and the member would be unable to return in the time normally allowed.

#### PERSONAL BUSINESS DAYS AND BEREAVEMENT

##### ARTICLE 15

Christmas Day  
 Thanksgiving Day  
 Veteran's Day  
 Labor Day  
 Independence Day  
 Memorial Day  
 Easter Sunday  
 Good Friday  
 George Washington's Birthday  
 New Year's Day

C. Said official holidays are as follows:

such official holiday shall be compensated for eight (8) hours at their prevailing hourly rate.  
 B. Other Officers who are not scheduled for duty and do not perform services on  
 that for Christmas Day the rate will be 3 times the rate.  
 compensated by being paid 2 1/2 times his prevailing hourly rate for time actually on duty, except  
 official holiday listed below, such Officer, who is scheduled to perform services herein, shall be  
 A. When it is necessary to maintain service that requires an Officer to work on an  
 The following holidays shall be observed with compensation as follows:

#### HOLIDAYS AND COMPENSATION

#### ARTICLE 16

(112) hours and be paid for those hours not able to be carried over. If an employee is denied vacation leave by the employer due to manpower shortages, the employee may carry over an additional fifty-six (56) hours for a total of one-hundred-twelve (112) hours and be paid for those hours not able to be carried over. calendar year.

B. A maximum of fifty-six (56) vacation hours may be carried over to the following

1-5 years' service	112 hours annually	168 hours annually	224 hours annually	264 hours annually	304 hours annually	304 hours annually	20 years' or more
5-10 years' service							15-20 years' service
10-15 years' service							15-20 years' service
15-20 years' service							20 years' or more

A. Each Officer shall receive a vacation with pay as follows:

## VACATIONS

## ARTICLE 17

for the course by the applicant.

grades after completion. If the transcript reveals a failing grade, the Township will be reimbursed paid for in advance by the Township, but the Township Committee requests a transcript of and tuition. Courses must be approved in advance by the Chief of Police. The course will be classes from his/her home at the rate of \$.40 per mile, plus bridge and turnpike tolls, textbooks, enforcement shall be reimbursed for his/her mileage on his/her personal car going to and from granting college course credits, on his/her off-duty time, in pursuit of a degree in law Any Officer who attends a course that pertains to his/her job in the Police Department or

#### COLLEGE REIMBURSEMENT

#### ARTICLE 18

the contract.

licensed optometrist. The total benefit may be used as a lump sum at any time during the term of immediate family for an annual eye examination and eyeglasses upon submission of receipt from a

The Township will pay up to \$200.00 to Police Officers and/or any member(s) of his/her

#### EYE EXAMINATION ALLOWANCE

#### ARTICLE 19

A. The following shifts/schedules shall be in effect:

1. Twelve (12) hour - 6 AM to 6 PM. And 6 PM to 6 AM.

2. Shifts will rotate from day shift to night shift on a schedule mutually agreed upon by the Council and the Chief of Police. The schedule will be as follows; 2 on - 2 off, 3 on - 2 off, 2 on - 3 off.

B. Each officer assigned to a twelve (12) hour shift shall be entitled to thirteen (13) hours of Kelly time off on the last day of each calendar month. Hours not used, shall be accumulative from month to month.

C. Each officer shall be paid for any Kelly time off that has not been used, at straight time, by the end of each calendar year.

D. The Township shall have the right, after notification to the FOP Labor Council, to terminate this article up to 12-31-07. If so terminated, all articles and working conditions in effect as of 12-31-06 pertaining to an eight (8) hour day shall be reinstated in the contract. If not terminated by 12-31-07 this article shall continue in full force and effect.

\* "Kelly" denotes compensatory time earned in lieu of overtime for working the 12 hour shift.

## WORK HOURS/DAYS/KELLY\* TIME

### ARTICLE 20

An annual bonus of five hundred dollars (\$500.00) will be paid to the duty investigator provided he performs the position of duty investigator for a period of more than six (6) months during the year for which said bonus was paid.

#### BONUS FOR DUTY INVESTIGATOR

#### ARTICLE 21

September 15 of the last year of this agreement.

The parties agree that negotiations for a new contract will commence no later than

DATE TO START NEGOTIATIONS FOR NEW CONTRACT

ARTICLE 22

A. An employee who loses time from his job because of jury duty as certified by the Clerk of the Court shall be paid by the Township the difference between his daily base rate of pay and the daily jury fee, subject to the following conditions:

1. The employee must notify the Police Chief immediately upon receipt of a summons for jury service.
2. The employee has not voluntarily sought jury service.
3. The employee submits adequate proof of the time served on the duty and the amount received for such service.

B. If on any given day the employee is attending jury duty, he or she is released by the court at least four (4) hours prior to end of his shift, that employee shall be required to return to work within one hour of release from jury duty that day in order to receive pay for that day.

C. If the employee works the night shift, he will be excused from work if he goes to jury duty for an entire day.

## JURY LEAVE

### ARTICLE 23

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. With regard to the employee, the term "grievance" as used herein means an appeal by an employee or group of employees, from the interpretation, application or violation of this Agreement.

D. Standards Clause - The purpose of this policy is to clarify the application of the complaint or controversy of the negotiable terms and conditions of this Agreement.

E. Policy

clause deals with the application of the standard regulations, and a progressive disciplinary standard for all law enforcement employees. This encompasses fundamentals of the disciplinary process; a policy management system rules and policy and procedures be established and applied by the law enforcement agencies employing previously adopted by this department. The Attorney General mandated that adoption of the "Internal Affairs" policy and procedures promulgated by the New Jersey Attorney General and

I. Discipline

a. All disciplinary matters within the Police Department shall be in

## GRIEVANCE PROCEDURE

### ARTICLE 24

step is waived by mutual consent.

between the parties covered by this Agreement, and shall be followed in its entirety unless any

F. The following constitutes the sole and exclusive method for resolving grievances

procedure.

disciplinary action shall not be subject to the CBA grievance

Bargaining Agreement Grievance Procedure. Appeals of major

Minor disciplinary actions may be appealed through the Collective

All appeals or disciplinary actions shall comply with applicable law.

3. Appeals

pursuant to applicable law.

right to a hearing, as it may be available in other circumstances

entitled to a hearing. Nothing in this Agreement shall limit or deny the

Any member disciplined for any departmental charges shall be

2. Suspensions

“Garity”, and “Louermill”.

“Law Enforcement Officers Protection Act”, “Weingarten”, and

right to council, union representation, and the rights as defined by the

current Collective Bargaining Agreement. Employees shall have the

the law, the AG’s guidelines, the policy of this Department, and the

proceedings or any complaint shall be processed in accordance with

discarged without just cause. Any such disciplinary or discharge

b. No permanent employee shall be disciplined, demoted, or

accordance with the AG’s Guidelines

Step One: The Council shall institute written action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred or when was known, or reasonably should have been known to aggrieved employee and the Chief of Police for the purpose of resolving the matter informally. The written grievance at this Step shall contain the relevant facts and a summary of any preceding oral discussion, the applicable Section of the contract violated, and the remedy requested by the grievant. The Chief of Police or his designated representative will answer the grievance in writing within ten (10) calendar days of receipt of the written grievance. Failure to act in writing within ten (10) calendar days by the Council shall be deemed to constitute an abandonment of the grievance.

Step Two: If the Council wishes to appeal the decision of the Chief of Police, such appeal shall be presented in writing to the Township Committee within ten (10) work days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Committee shall respond in writing to the grievance within thirty (30) calendar days of the submission.

Step Three: Within five (5) calendar days, exclusive of designated holidays and Saturdays and Sundays of the Township Committee's decision, the Council may apply to the Public Employment Relations Commission (PERC) for binding arbitration. Alleged violations of this Agreement may

employees and the Employer on specific grievances in accordance with the grievance procedure representative shall be permitted as a member of the Grievance Committee to confer with the

G. Upon prior notice and authorization of the Police Chief, the designated Council

arbitrator.

e. Only one (1) grievance at a time may be submitted to any one (1)

supplement thereto.

anyway the provisions of this Agreement or of any amendment or

Arbitrator shall not have the authority to add, modify, or delete from in

application of the facts presented to him involved in the grievance. The

constitutions and laws of the State of New Jersey, and be restricted to the

The Arbitrator shall be bound by the provisions of this Agreement and the

same.

to the presentation of witnesses, shall be paid by the parties incurring

Council and the Township. Any other expense, including, but not limited

The costs for the services of the Arbitrator shall be borne equally by the

whether he has jurisdiction to hear and decide the matter in dispute.

b. The parties may direct the Arbitrator to decide, as a preliminary question,

Council and the employee.

a. The decision of the Arbitrator shall be binding upon the Employer and the

the Employer of its arbitration petition.

Simultaneously, with application to PERC, the Council will send notice to

arbitration shall be in accordance with the rules and procedures of PERC.

be submitted to arbitration. The selection of an Arbitrator and the

Dated: 3/9/07  
 NFOPLC  
BunfWuday

Vice-President

ATTEST:

Dated: 3/13/07  
 Mayor, Lower Alloways Creek Township  
Allie B. Thompson

Clerk

ATTEST:

grievance.

agreeing to extend or contract the time limits for proceeding with the grievance at any step in the shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually time limits prescribed for a decision at any step in the grievance procedure, then the grievance the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the procedure within the time limits prescribed thereunder, then the disposition of the grievance at been abandoned. If the grievance is not processed to the next succeeding step in the grievance not been initiated within the time limits specified, then the grievance shall be deemed to have

H. The time limits expressed herein shall be strictly adhered to. If any grievance has

duty employees.

said business does not diminish the effectiveness of the Employer or require the recall of off-set forth herein during work hours of employees, without loss of pay, provided the conduct of